Financing Agreement

(Additional Financing for the Maternal and Child Nutrition and Health Results Project and Amendment to Original Financing Agreement)

between

REPUBLIC OF THE GAMBIA

and

INTERNATIONAL DEVELOPMENT ASSOCIATION

Dated June 1, 2015
FINANCING AGREEMENT

AGREEMENT dated ___, 2015, entered into between REPUBLIC OF THE GAMBIA ("Recipient") and INTERNATIONAL DEVELOPMENT ASSOCIATION ("Association") for the purpose of providing additional financing for activities related to the Original Project (as defined in the Appendix to this Agreement) and amending the Original Financing Agreement (as set forth in Section II of the Appendix to this Agreement). The Recipient and the Association hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) constitute an integral part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

ARTICLE II — FINANCING

2.01. The Association agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant and a credit (collectively, "Financing") in the following amounts to assist in financing the project described in Schedule 1 to this Agreement ("Project"):

(a) an amount equivalent to one million eight hundred thousand Special Drawing Rights (SDR 1,800,000) ("Grant"); and

(b) an amount equivalent to one million eight hundred thousand Special Drawing Rights (SDR 1,800,000) ("Credit").

2.02. The Recipient may withdraw the proceeds of the Financing in accordance with Section IV of Schedule 2 to this Agreement.

2.03. The Maximum Commitment Charge Rate payable by the Recipient on the Unwithdrawn Financing Balance shall be one-half of one percent (1/2 of 1%) per annum.

2.04. The Service Charge payable by the Recipient on the Withdrawn Credit Balance shall be equal to three-fourths of one percent (3/4 of 1%) per annum.

2.05. The Payment Dates are February 1 and August 1 in each year.

2.06. The principal amount of the Credit shall be repaid in accordance with the repayment schedule set forth in Schedule 3 to this Agreement.
2.07. The Payment Currency is Dollar.

ARTICLE III — PROJECT

3.01. The Recipient declares its commitment to the objective of the Project. To this end, the Recipient shall carry out the Project through the National Nutrition Agency in accordance with the provisions of Article IV of the General Conditions.

3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Recipient and the Association shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

ARTICLE IV — TERMINATION

4.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

4.02. For purposes of Section 8.05 (b) of the General Conditions, the date on which the obligations of the Recipient under this Agreement (other than those providing for payment obligations) shall terminate is twenty (20) years after the date of this Agreement.

ARTICLE V — REPRESENTATIVE; ADDRESSES

5.01. The Recipient’s Representative is its Minister responsible for finance.

5.02. The Recipient’s Address is:

Ministry of Finance and Economic Affairs
The Quadrangle
Banjul, Republic of The Gambia

Telephone: +220 4227221/ 4227529   Facsimile: +2204227954   Email: info@mof.gov.gm

5.03. The Association’s Address is:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America
Cable: INDEVAS
Telex: 248423 (MCI)
Facsimile: 1-202-477-6391
Washington, D.C.

AGREED at Banjul, Republic of The Gambia, as of the day and year first above written.

REPUBLIC OF THE GAMBIA

By [Signature]
Authorized Representative
Name: Aboulay Kolley
Title: Minister of Finance and Economic Affairs

INTERNATIONAL DEVELOPMENT ASSOCIATION

By [Signature]
Authorized Representative
Name: Vera Songwe
Title: Country Director
SCHEDULE 1

Project Description

The objective of the Project is to increase the utilization of community nutrition and primary maternal and child health services in selected regions in the Recipient’s territory.

The Project consists of the following parts:

PART A: Community Mobilization for Social and Behavior Change

Promoting key family practices and health care seeking behaviors for improved maternal, reproductive, and child health and nutrition outcomes through:

1. Provision of Conditional Cash Transfers to communities and support groups (VDCs) in NBR-W, CRR, URR, NBR-E, and LRR to finance a program of activities aimed at increasing demand for, and utilization of, health and nutrition services.

2. Provision of Conditional Cash Transfers to individual women in NBR-W, CRR, URR, NBR-E, and LRR to increase demand for, and utilization of, timely antenatal care.

3. Accompanying measures aimed at promoting behavioral changes and improving household practices related to health and nutrition through the provision of technical advisory services and training.

PART B: Delivery of Community Nutrition and Primary Health Care Services


2. Carrying out a program of activities in NBR-W, CRR, URR, NBR-E, and LRR to build the capacity of communities and health facilities for effective service delivery, including the implementation of effective health care waste management measures.

3. Support for the implementation of the Recipient’s Ebola Virus Disease (“EVD”) preparedness plan through strengthening the health system by, inter alia: (a) improving the data management system, including through the provision of training on integrated disease surveillance and response and acquisition of data cards to expand reliable internet access at regional level and in health facilities; and (b) improving the reporting system, including through provision of training to health care workers on reporting, monitoring and supervision.
PART C: Capacity Building for Service Delivery and Results-Based Management

1. Strengthening the management capacity of key implementing entities including NaNA, MoFEA, MoHSW, MoA, MoHSW RBF Committee, health service providers, VDCs, VSGs, RHDs, and RADs for effective implementation of the RBF, including: (a) strengthening governance and strategic RBF management capacity; (b) improving the Health Management Information System (“HMIS”); (c) supporting community demand, organization and mobilization; (d) social and behavior change communication strategy development; (e) institutionalization of RBF; (f) training for RHDs on the use of quality supervision tools and innovative ways to improve verification and supervision; and (g) mentoring and peer learning among RBF stakeholders, all through the provision of technical advisory services, training, and the acquisition of goods.

2. Supporting monitoring and evaluation; verification of RBF activities including cost of the IVA, CBOs and CSOs; and operational research, learning and knowledge management activities through the provision of technical advisory services and training.

3. Supporting project implementation including project management and coordination, fiduciary management, oversight, and communications, through the provision of technical advisory services, training and Operating Costs.

4. Ensuring effective management and implementation support of: (a) the RBF by the RHDs, NaNA, MoHSW RBF Committee and HMIS; and (b) food security interventions by RADs, including through performance agreements.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. Steering Committee

The Recipient shall establish and maintain, at all times during the implementation of the Project, a steering committee comprising, among others, the MoFEA, MoHSW, MoA, and NaNA, with mandate, resources and functions satisfactory to the Association and elaborated in the Project Operations Manual, to be responsible for providing overall guidance and strategic support to the Project, including, inter alia, approving the proposed annual work plan and budget of the Project (the “Steering Committee”).

2. National Nutrition Agency

(a) The Recipient shall maintain, at all times during the implementation of the Project, the National Nutrition Agency (“NaNA”), with adequate staff, including a Project coordinator, Project facilitator, financial management specialist, procurement specialist, and monitoring and evaluation specialist, and with resources and terms of reference acceptable to the Association, for the purpose of ensuring prompt and efficient implementation of the Project.

(b) The NaNA shall, inter alia, be responsible for: (i) overall planning, implementation and coordination of Project activities including implementation activities by all implementing entities; (ii) monitoring, evaluation, reporting and communication; (iii) selection of the IVA, CBOs, and CSOs; (iv) fiduciary management of the Project, including managing the Project’s designated account; and (v) carrying out quality control of the technical and fiduciary aspects of the Project.

(c) Without limitation to the provisions of paragraph 2(b) immediately above, the Recipient shall maintain at all times during the implementation of the Project, a Project implementation committee (“PIC”) within NaNA, with composition, resources and terms of reference acceptable to the Association and as set forth in the Project Operations Manual. The PIC shall, inter alia, be responsible for: (i) preparing the annual work plan and budget; (ii) reviewing the progress of Project implementation; (iii) providing implementation support, including carrying out periodic monitoring and supervision of all Project activities; (iv) selecting the
3. **Ministry of Health and Social Welfare**

(a) The Recipient shall, through the Ministry of Health and Social Welfare (MoHSW), ensure the proper and efficient implementation of Project activities and shall maintain, within MoHSW, the MoHSW RBF Committee with composition, resources and terms of reference acceptable to the Association.

(b) The MoHSW shall carry out all such functions as detailed in the Project Operations Manual, including: (i) ensuring compliance with all policies, standards, and procedures applicable to the Project; (ii) coordinating the implementation of the various maternal and child health activities to be carried out by the technical units; (iii) recruiting and overseeing the activities of PBF Beneficiaries and VDCs; (iv) carrying out, through the RHDs, quality verification of services provided by PBF Beneficiaries; (v) management of the Project’s EVD related activities under Part B.3 of the Project; and (vi) such other functions as necessary to facilitate effective implementation of the Project.

4. **Regional Health Directorates and Regional Agriculture Directorates**

The Recipient shall establish and maintain, at all times during the implementation of the Project, Regional Health Directorates and Regional Agriculture Directorates, in adequate number and with qualifications, experience and terms of reference satisfactory to the Association, to provide implementation support to NaNA and MoHSW at the regional level and carry out such other functions as outlined in the Project Operations Manual.

B. **Project Operations Manual**

1. (a) The Recipient shall carry out the Project in accordance with the Project Operations Manual, containing detailed arrangements and procedures, including provisions for: (i) institutional coordination and day-to-day implementation of the Project; (ii) Project budgeting, disbursement and financial management; (iii) procurement; (iv) monitoring, evaluation, reporting and communications; and (v) such other administrative, financial, technical and organizational arrangements and procedures as shall be required for purposes of implementation of the Project. The Project Operations Manual shall also include operational modules outlining implementation arrangements, concerning: (A) the Conditional Cash Transfers to be provided under Parts A.1 and A.2 of the Project; and (B) the PBF Grants to be provided under Part B.1 of the Project.
(b) The Recipient shall not amend, abrogate, or waive or permit to be amended, abrogated or waived, the Project Operations Manual or any provision thereof without the prior written consent of the Association; provided, however, that in the event of any conflict between the provisions of the Project Operations Manual and the provisions of this Agreement, the provisions of this Agreement shall prevail.

C. Annual Work Plan and Budget

1. The Recipient shall prepare and furnish to the Association for its approval, not later than November 30 of each year during the implementation of the Project, a proposed annual work plan and budget containing all activities proposed to be carried out under the Project in the following fiscal year.

2. The Recipient shall afford the Association a reasonable opportunity to review and exchange views with the Recipient on each such proposed annual work plan and budget, and thereafter, shall implement the Project or cause it to be implemented with due diligence in accordance with such annual work plan and budget as shall have been approved by the Association and the Steering Committee ("Annual Work Plan and Budget").

D. External Verification

1. Independent Verification Agent

(a) The Recipient shall retain the services of an Independent Verification Agent ("IVA"), recruited in accordance with the provisions of Section III of Schedule 2 to this Agreement, and with qualifications, experience and terms of reference acceptable to the Association.

(b) The IVA shall, inter alia, be responsible for: (i) carrying out the pertinent counter-verification of results under Parts A.1, A.2 and B.1 of the Project; and (ii) carrying out financial and quality audit of implementing entities at all operational levels.

2. Community-Based Organizations and Civil Society Organizations

The Recipient shall recruit Community-Based Organizations ("CBOs") and Civil Society Organizations ("CSOs") in accordance with the provisions of Section III of Schedule 2 to this Agreement and the Project Operations Manual, in adequate number, and with qualifications, experience and terms of reference acceptable to the Association, for the purposes of carrying out qualitative and community verification of results under Parts A.1, A.2 and B.1 of the Project.
E. Conditional Cash Transfer

1. The Recipient shall ensure that no proposed CCT Beneficiary under Parts A.1 and A.2 shall be eligible to receive Conditional Cash Transfer unless the Recipient shall have determined, on the basis of eligibility criteria acceptable to the Association, that such proposed CCT Beneficiary has met the following requirements and such other requirements as set forth or elaborated in the Project Operations Manual:

(a) the CCT Beneficiary has been pre-selected on the basis of a targeting system consisting of geographic targeting and/or categorical targeting; and

(b) (i) with respect to a CCT Beneficiary under Part A.1 of the Project, such CCT Beneficiary is an entity duly registered under the laws of the Recipient; or (ii) with respect to a CCT Beneficiary under Part A.2 of the Project, such CCT Beneficiary is a pregnant woman who has utilized the antenatal care services referred to in Part A.2 of Schedule I to this Agreement.

2. For the purposes of Part A.2 of Schedule 2 to this Agreement, the Recipient shall, for any given region and prior to providing any CCT, select and retain from among eligible PBF Beneficiaries, and pursuant to such terms and conditions as shall be specified in the respective PBF Grant Agreement, one or more health centers as needed to facilitate payments to CCT Beneficiaries under said Part A.2 in accordance with the provisions of this Part E ("Payment Agents").

3. Internal Verification

Notwithstanding the provisions of paragraph (1) of this Section I.E, no Conditional Cash Transfers shall be made unless and until an internal verification has been carried out against the results or outcomes achieved. To this end, Conditional Cash Transfers shall be made pursuant to the following procedure, as set forth in more detail in the Project Operations Manual:

(a) With respect to payments under Part A.1 of the Project, NaNA shall verify the quantity of results and social behavior change targets achieved.

(b) With respect to payments under Part A.2 of the Project, NaNA shall carry out a quantitative data verification of services utilized vis-à-vis payment claims.

4. The Recipient shall oversee the CCTs in all selected regions as well as monitor and evaluate the activities of the participating health facilities to ensure that payments are made in accordance with the provisions of this Section I.E and the
terms, conditions and procedures contained in the Project Operations Manual, and in a manner consistent with the Project’s objective.

F. Performance-Based Financing

1. General

The Recipient shall administer PBF Grants against verified results under Part B.1 of the Project in accordance with procedures set forth in this Part F and referred to in more detail in the Project Operations Manual.

2. Eligibility Criteria for PBF Grants

No proposed PBF Beneficiary shall be eligible for financing under Part B.1 of the Project unless, on the basis of an appraisal conducted in accordance with guidelines acceptable to the Association, the Recipient shall have determined that the proposed PBF Beneficiary satisfies the eligibility criteria specified below and set forth in more detail in the Project Operations Manual:

(a) the proposed PBF Beneficiary is a public or private not-for-profit health facility with the organization, management and resources required to deliver the proposed MCHNS Package referred to in Part B.1 of Schedule 1 to this Agreement;

(b) the MCHNS Package delivered is consistent with the list of maternal and child health and nutrition services set forth in the Project Operations Manual; and

(c) the proposed PBF Beneficiary has put in place all required arrangements, including financial and human resources, for the delivery and management of the MCHNS Package and has the requisite skills and capacity to deliver the services in accordance with the guidelines and procedures set forth in the Project Operations Manual and the pertinent PBF Grant Agreement.

3. Terms and Conditions of PBF Grants

PBF Grants shall be made pursuant to a PBF Grant Agreement to be concluded between the Recipient, through an authorized representative of MoHSW and an eligible PBF Beneficiary under terms and conditions acceptable to the Association and detailed in the Project Operations Manual, which shall include the following provisions:

(a) the description of the MCHNS Package to be delivered, including the results and performance targets to be achieved and the arrangements for monitoring and evaluation, and reporting;
(b) the modalities for PBF payments including amount and periodic intervals of payments as well as verification procedures;

(c) payments shall be made on a non-reimbursable grant basis;

(d) provisions to the effect that:

(i) the PBF Beneficiary’s right to the proceeds of the PBF Grant may be suspended or terminated and/or the PBF Beneficiary may be required to refund all or any part of the amount already paid upon the PBF Beneficiary’s failure to perform any of its obligations under the pertinent PBF Grant Agreement; and

(ii) each PBF Beneficiary shall:

(A) deliver the MCHNS Package with due diligence and efficiency and in accordance with sound technical, economic, financial, managerial, environmental and social standards and practices satisfactory to the Association, including in accordance with the provisions of the Anti-Corruption Guidelines and the Health Care Waste Management Plan;

(B) procure the goods, works and services to be financed out of the proceeds of the PBF Grant in accordance with the provisions of this Agreement;

(C) maintain policies and procedures adequate to enable it to monitor and evaluate in accordance with indicators acceptable to the Association, the progress of the PBF and the achievement of its objectives;

(D) (1) maintain a financial management system and prepare financial statements in accordance with consistently applied accounting standards acceptable to the Association, both in a manner adequate to reflect the operations, resources and expenditures related to the PBF Grant; and (2) at the Association’s or the Recipient’s request, have such financial statements audited by independent auditors acceptable to the Association, in accordance with consistently applied auditing standards acceptable to the Association, and promptly furnish the statements as so audited to Recipient and the Association;

(E) enable the Recipient and the Association to inspect the
implementation of the PBF Grant, its operation and any relevant records and documents; and

(F) prepare and furnish to the Recipient and the Association all such information as the Recipient or the Association shall reasonably request relating to the foregoing.

4. The Recipient shall, through the MoHSW, exercise its rights and carry out its obligations under the pertinent PBF Grant Agreement in such manner as to protect the interests of the Recipient and the Association and to accomplish the purposes of the Project, and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate or waive any PBF Grant Agreement, or any provision thereof.

5. **Internal Verification**

No payments shall be made under Part B.1 of the Project unless and until an internal verification has been carried out against the quantity of the MCHNS Package(s) delivered and/or results achieved under said Part B.1 of the Project.

G. **Anti-Corruption**

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

H. **Safeguards**

1. The Recipient shall ensure that the Project is carried out in accordance with the provisions of the Health Care Waste Management Plan ("HCWMP"), and, except as the Association shall otherwise agree, the Recipient shall not assign, amend, abrogate, or waive, or permit to be assigned, amended, abrogated, or waived, the HCWMP, or any provision thereof.

2. The Recipient shall take all measures on its part to regularly collect, compile, and submit to the Association, as part of the Project Reports, information on the status of compliance with the HCWMP, giving details of: (a) measures taken in furtherance of said plan; (b) conditions, if any, which interfere or threaten to interfere with the smooth implementation of said plan; and (c) remedial measures taken or required to be taken to address such conditions.

3. The Recipient shall afford the Association a reasonable opportunity to review the pertinent information contained in the reports prepared under paragraph 2 of this Part H, and thereafter, shall carry out or cause to be carried out, with due diligence, all remedial measures agreed with the Association so as to ensure the proper implementation of the Project in accordance with the provisions of said HCWMP.
Section II. Project Monitoring, Reporting and Evaluation

A. Project Reports

1. The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 4.08 of the General Conditions and on the basis of indicators acceptable to the Association. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Association not later than one (1) month after the end of the period covered by such report.

2. Mid-Term Review

(a) The Recipient shall, not later than November 30, 2016, or such later date as the Association may agree to in writing, conduct a mid-term review of the Project, and prepare and furnish to the Association, in form and substance satisfactory to the Association, a report integrating the results of the mid-term review and monitoring and evaluation activities, setting out the measures recommended to ensure the efficient carrying out of the Project and achievement of the Project’s objective during the period following such date.

(b) The Recipient and the Association shall review the report referred to in the paragraph 2 (a) immediately above and the Recipient shall thereafter, take all measures required to ensure the efficient completion of the Project and the achievement of the Project’s objective.

B. Financial Management, Financial Reports and Audits

1. The Recipient shall maintain or cause to be maintained a financial management system in accordance with the provisions of Section 4.09 of the General Conditions.

2. Without limitation on the provisions of Part A of this Section, the Recipient shall prepare and furnish to the Association not later than forty-five (45) days after the end of each calendar quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Association.

3. The Recipient shall have its Financial Statements audited in accordance with the provisions of Section 4.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one (1) fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the Association not later than six (6) months after the end of such period.

4. The Recipient shall, with such frequency as shall be outlined in the Project Operations Manual, cause the IVA to carry out a financial and quality audit of
Project activities at all Project levels, including the activities of NaNA, MoHSW, MoHSW RBF Committees, RADs, RHDs, and VDCs, and thereafter, prepare and furnish to the Recipient and the Association, in form and substance satisfactory to the Association, a report which shall include an assessment of the effectiveness of RBF activities and recommendations for improvement the performance of the RBF scheme.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.

2. Consultants’ Services. All consultants’ services required for the Project and to be financed out of the proceeds of the Financing shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Association of particular contracts, refer to the corresponding method described in the Procurement Guidelines, or Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting Services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. Other Methods of Procurement of Goods, Works and Non-consulting Services. The following table specifies the methods of procurement, other than International Competitive Bidding, which may be used for goods, works and non-consulting services. The Procurement Plan shall specify the circumstances under which such methods may be used:
Procurement Method

<table>
<thead>
<tr>
<th>(a) Shopping</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) Direct Contracting</td>
</tr>
<tr>
<td>(c) Procurement from UN Agencies</td>
</tr>
<tr>
<td>(d) National Competitive Bidding, subject to the additional provisions set forth in paragraph 3 below</td>
</tr>
</tbody>
</table>

3. **Additional provisions for National Competitive Bidding.**

The following additional provisions shall apply to the procurements of goods, works, and services under National Competitive Bidding:

(a) Prospective bidders shall be provided four (4) weeks, from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, for the preparation and submission of bids;

(b) Bidding documents acceptable to the Association shall be used, and shall be prepared so as to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section I of the Procurement Guidelines;

(c) Invitation for bids shall be advertised in national newspapers with wide circulation, or in the official gazette provided that it is of wide circulation, or on widely used website or electronic portal with free national and international access;

(d) Bids shall be submitted in a single envelope;

(e) Bid evaluation criteria, bidder qualifications criteria, and the contract award criteria shall be clearly specified in the bidding documents;

(f) No margin of preference shall be granted to domestic bidders;

(g) Eligible bidders, including foreign firms, shall not be excluded from the bidding;

(h) The procedures shall include the publication of the results of evaluation and of the contract award;

(i) The bidding document and contract as deemed acceptable by the Association shall include provisions stating the Association’s policy to
sanction firms and individuals found to have engaged in fraud and corruption as defined in the Procurement Guidelines; and

(j) in accordance with the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, services providers, or suppliers, shall permit the Association to inspect all accounts, records and other documents relating to the submission of bids and contracts performance, and to have them audited by auditors appointed by the Association. Acts intended to materially impede the exercise of the Association’s inspection and audit rights provided for in the Procurement Guidelines constitute an obstructive practice as defined in the Procurement Guidelines.

C. Particular Methods of Procurement of Consultants’ Services

1. Quality- and Cost-based Selection. Except as otherwise provided in paragraph 2 below, consultants’ services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.

2. Other Methods of Procurement of Consultants’ Services. The following table specifies methods of procurement, other than Quality and Cost-based Selection, which may be used for consultants’ services. The Procurement Plan shall specify the circumstances under which such methods may be used.

<table>
<thead>
<tr>
<th>Procurement Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Quality-based Selection</td>
</tr>
<tr>
<td>(b) Selection under a Fixed Budget</td>
</tr>
<tr>
<td>(c) Least Cost Selection</td>
</tr>
<tr>
<td>(d) Selection based on Consultants’ Qualifications</td>
</tr>
<tr>
<td>(e) Single-source Selection of consulting firms</td>
</tr>
<tr>
<td>(f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants</td>
</tr>
<tr>
<td>(g) Single-source procedures for the Selection of Individual Consultants</td>
</tr>
<tr>
<td>(h) Selection of UN Agencies</td>
</tr>
</tbody>
</table>

D. Review by the Association of Procurement Decisions

The Procurement Plan shall set forth those contracts which shall be subject to the Association’s Prior Review. All other contracts shall be subject to Post Review by the Association.
Section IV.  **Withdrawal of the Proceeds of the Financing**

A. General

1. The Recipient may withdraw the proceeds of the Financing in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Association shall specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the Association and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.

2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Credit and of the Grant (“Category”), the allocations of the amounts of the Financing to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Credit Allocated (expressed in SDR)</th>
<th>Amount of the Grant Allocated (expressed in SDR)</th>
<th>Percentage of Expenditures to be Financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)(a) Conditional Cash Transfers under Parts A.1 and A.2 of the Project in NBR-W, CRR, and URR</td>
<td>0</td>
<td>0</td>
<td>100% of amounts disbursed, payable under the respective CCTs, subject to the provisions of Section IV.B.2 of this Schedule</td>
</tr>
<tr>
<td>(1)(b) Conditional Cash Transfers under Parts A.1 and A.2 of the Project in NBR-E and LRR</td>
<td>423,000</td>
<td>431,000</td>
<td>100% of amounts disbursed, payable under the respective CCTs, subject to the provisions of Section IV.B.2 of this Schedule</td>
</tr>
<tr>
<td>2 (a) PBF Grants under Part B.1 of the Project in NBR-W, CRR, and URR</td>
<td>0</td>
<td>0</td>
<td>100% of amounts disbursed, payable under the respective PBF Grant Agreements, subject to the provisions of Section IV.B.2 of this Schedule</td>
</tr>
</tbody>
</table>
### PBF Grants under Part B.1 of the Project in NBR-E and LRR

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>2(b)</td>
<td>299,000</td>
<td>305,000</td>
<td>100% of amounts disbursed, payable under the respective PBF Grant Agreements, subject to the provisions of Section IV.B.2 of this Schedule</td>
</tr>
</tbody>
</table>

### (3)(a) Goods, works, non-consulting services, consultants’ services, Training, and Operating Costs under Part B.2, of the Project in NBR-W, CRR, and URR

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(3)(a)</td>
<td>0</td>
<td>0</td>
<td>100% subject to the provisions of Section IV.B.2 of this Schedule</td>
</tr>
</tbody>
</table>

### (3)(b) Goods, works, non-consulting services, consultants’ services, Training, and Operating Costs under Part B.2, of the Project in NBR-E and LRR

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(3)(b)</td>
<td>212,000</td>
<td>216,000</td>
<td>100% subject to the provisions of Section IV.B.2 of this Schedule</td>
</tr>
</tbody>
</table>

### (4) Goods, works, non-consulting services, consultants’ services, Training, and Operating Costs under Parts A.3 and C of the Project

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(4)</td>
<td>778,000</td>
<td>758,000</td>
<td>100% subject to the provisions of Section IV.B.2 of this Schedule</td>
</tr>
</tbody>
</table>

### (5) Goods, works, non-consulting services, consultants’ services, Training, and Operating Costs under Part B.3 of the Project

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(5)</td>
<td>88,000</td>
<td>90,000</td>
<td>100% subject to the provisions of Section IV.B.2 of this Schedule</td>
</tr>
</tbody>
</table>

### TOTAL AMOUNT

<table>
<thead>
<tr>
<th></th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>1,800,000</td>
<td>1,800,000</td>
</tr>
</tbody>
</table>

### B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
(a) for payments made prior to the date of this Agreement; or

(b) under Category (4), until the Association has provided its prior written approval for such withdrawal, once the proceeds of the Original Financing allocated to Category (3) in the table set forth in Section IV.A.2 of Schedule 2 of the Original Financing Agreement have been fully disbursed.

2. The Recipient shall, for each Category: (a) withdraw the proceeds of the Grant allocated to such Category, for 100% of Eligible Expenditures, from the Grant Account until such proceeds are fully disbursed; and (b) thereafter, withdraw the proceeds of the Credit allocated to such Category, for 100% of Eligible Expenditures, from the Credit Account, all for Eligible Expenditures to be financed out of the proceeds of the Financing.

3. The Closing Date is July 31, 2019.
SCHEDULE 3

Repayment Schedule

<table>
<thead>
<tr>
<th>Date Payment Due</th>
<th>Principal Amount of the Credit repayable (expressed as a percentage)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each August 1 and February 1, commencing August 1, 2021 to and including February 1, 2053</td>
<td>1.5625%</td>
</tr>
</tbody>
</table>

* The percentages represent the percentage of the principal amount of the Credit to be repaid, except as the Association may otherwise specify pursuant to Section 3.03 (b) of the General Conditions.
APPENDIX

Section I. Definitions


2. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

3. "CBO" means a Community Based Organization registered under the laws of the Recipient; and “CBOs” means more than one CBO.

4. “CCT Beneficiary” means a VDC, or a woman, each of which that has met the eligibility criteria set forth in Section I.E of Schedule 2 to this Agreement, pursuant to which the Recipient has extended a Conditional Cash Transfer under Part A.1 or A.2 of the Project; and “CCT Beneficiaries” means more than one CCT Beneficiary.

5. “Conditional Cash Transfer” and “CCT” each means the conditional cash payment to be made to a Beneficiary under Part A.1 or A.2 of Schedule 1 to this Agreement, as elaborated in the Project Operations Manual; and “Conditional Cash Transfers” and “CCTs” each means two or more such conditional cash payments.


7. “CRR” means the Central River Region in the Recipient’s territory.

8. “CSO” means a Civil Society Organization registered under the laws of the Recipient; and “CSOs” means more than one CSO.


11. “Health Care Waste Management Plan” and “HCWMP” each means the Recipient’s health care waste management plan for the Project disclosed in the Recipient’s territory on January 30, 2014, and at the Association’s Infoshop on January 22, 2014, setting out the measures to be taken for the development and implementation of medical waste management and safe handling of said waste,
and any subsequent plans to be adopted succeeding such plan during the implementation of the Project.

12. "HMIS" means Health Management Information System.

13. "IVA" means the independent verification agent to be recruited in accordance with the provisions of Section III of Schedule 2 to this Agreement and referred to in Section I.D.1 of Schedule 2 to this Agreement.

14. "LRR" means the Lower River Region in the Recipient’s territory.

15. "MoA" means the Recipient's Ministry of Agriculture, or any successor thereto.


18. "MoHSW RBF Committee" means the committee established within the MoHSW to assist in implementing the RBF, and referred to in Section I.A.3 (a) of Schedule 2 to this Agreement.

19. "NaNA" means the Recipient’s National Nutrition Agency established pursuant to the Food Act No. 9 of 2005, laws of the Recipient, and referred to in Section I.A.2 of Schedule 2 to this Agreement.

20. "NBR-E" means the North Bank Region East in the Recipient’s territory.

21. "NBR-W" means the North Bank Region West in the Recipient’s territory.

22. "Operating Costs" means the reasonable incremental operating costs under the Project, based on the Annual Work Plans and Budgets approved by the Association, and incurred by the Recipient, on account of utilities and supplies, bank charges, communication costs and shipment costs (whenever these costs are not included in the cost of goods), vehicle operation, maintenance, and insurance, office space rental, building and equipment maintenance, public awareness-related media expenses, travel and supervision and per diem, and salaries of contractual and temporary staff, but excluding salaries of members of the Recipient’s civil service.

23. "Original Financing Agreement" means the financing agreement for a Maternal and Child Nutrition and Health Results Project between the Recipient and the Association, dated April 9, 2014, as amended to the date of this Agreement (Grant No. H923-GM).
24. "Original Project" means the Project described in Schedule 1 to the Original Financing Agreement.

25. "Package of Maternal and Child Health and Nutrition Services" and "MCHNS Package" each means a package of maternal and child health and nutrition services comprising preventive and curative services, including, *inter alia*, maternal, neonatal and child health care, preventive services for pregnant women, delivery care, care for children under the age of five, and family planning services, referred to under Part B.1 of Schedule 1 to this Agreement, as further elaborated in the Project Operations Manual.

26. "Payment Agent" means a health facility that has entered into a PBF Grant Agreement with the Recipient pursuant to the provisions of Section I.E.2 of Schedule 2 to this Agreement.

27. "PBF" means Performance-Based Financing.

28. "PBF Beneficiary" means a public or private not-for-profit- health facility that has entered into a PBF Grant Agreement with the Recipient for the purposes of delivering the MCHNS Package under Part B.1 of Schedule 1 to this Agreement; and "PBF Beneficiaries" means more than one PBF Beneficiary.

29. "PBF Grant" means a grant made or proposed to be made out of the proceeds of the Financing to finance goods and services required to carry out results-based activities under Part B.1 of Schedule 1 to this Agreement; and "PBF Grants" means more than one PBF Grant.

30. "PBF Grant Agreement" means an agreement between the Recipient, through an authorized representative of the MoHSW and a PBF Beneficiary, setting forth the terms and conditions governing the PBF Grant, as referred to under Section I.F.3 of Schedule 2 to this Agreement; and "PBF Grant Agreements" means more than one PBF Grant Agreement.


32. "Procurement Plan" means the Recipient’s procurement plan for the Project, dated March 10, 2015 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

33. "Project Operations Manual" means the manual for the Project prepared and adopted by the Recipient, in form and substance acceptable to the Association, and referred to in Section I.B of Schedule 2 to this Agreement.
34. "Regional Agriculture Directorate" and RAD" mean a Regional Agriculture Directorate established under MoA, or any successor thereto; and “RADs” means more than one such RAD.

35. “Results-Based Financing” and “RBF” each means a development financing under which the Conditional Cash Transfers and PBF Grants will be administered.

36. “RHD” means a Regional Health Directorate; and “RHDs” means more than one RHD.

37. “Steering Committee” means the committee to be established pursuant to Section I.A.1 of Schedule 2 to this Agreement, with composition, functions and responsibilities acceptable to the Association, as set forth in the Project Operations Manual.

38. “Training” means the costs of training under the Project, based on the Annual Work Plans and Budgets approved by the Association, and attributable to seminars, workshops, and study tours, along with travel and subsistence allowances for training participants, services of trainers, rental of training facilities, preparation and reproduction of training materials, and other activities directly related to course preparation and implementation.

39. “URR” means the Upper River Region in the Recipient’s territory.”

40. “VDC” means Village Development Committee; and “VDCs” means more than one VDC.

41. “VSG” means Village Support Group; and “VSGs” means more than one VSG.

Section II. Amendment to the Original Financing Agreement

The Original Financing Agreement is amended as follows:

1. The Project description in Schedule 1 to the Original Financing Agreement is amended to read as follows (emphasis added):

   “PART A: Community Mobilization for Social and Behavior Change

   Promoting key family practices and health care seeking behaviors for improved maternal, reproductive, and child health and nutrition outcomes through:

   1. Provision of Conditional Cash Transfers to communities and support groups (VDCs) in NBR-W, CRR, and URR to finance a program of activities aimed at increasing demand for, and utilization of, health and nutrition services.
2. Provision of Conditional Cash Transfers to individual women in NBR-W, CRR, and URR to increase demand for, and utilization of, timely antenatal care.

3. Accompanying measures aimed at promoting behavioral changes and improving household practices related to health and nutrition through the provision of technical advisory services and Training.

PART B: Delivery of Community Nutrition and Primary Health Care Services

1. Provision of PBF Grants to health facilities in NBR-W, CRR, and URR for the delivery of a Package of Maternal and Child Health and Nutrition Services ("MCHNS Package").

2. Carrying out a program of activities in NBR-W, CRR, and URR to build the capacity of communities and health facilities for effective service delivery, including the implementation of effective health care waste management.

PART C: Capacity Building for Service Delivery and Results-Based Management

1. Strengthening the management capacity of key implementing entities including NaNA, MoFEA, MoHSW, MoA, MoHSW RBF Committee, health service providers, VDCs, VSGs, RHDs, and RADs for effective implementation of the RBF, including: (a) strengthening governance and strategic RBF management capacity; (b) improving the Health Management Information System (HMIS); (c) supporting community demand, organization and mobilization; (d) social and behavior change communication strategy development; (e) institutionalization of RBF; (f) training for RHDs on the use of quality supervision tools and innovative ways to improve verification and supervision; and (g) mentoring and peer learning among RBF stakeholders, all through the provision of technical advisory services, training, and the acquisition of goods.

2. Supporting monitoring and evaluation; verification of RBF activities including cost of the IVA, CBOs and CSOs; and operational research, learning and knowledge management activities through the provision of technical advisory services and training.

3. Supporting project implementation including project management and coordination, fiduciary management, oversight, and communications, through the provision of technical advisory services, training and Operating Costs.
4. Ensuring effective management and implementation support of: (a) the RBF by the RHDs, NaNA, MoHSW RBF Committee and HMIS; and (b) food security interventions by RADs, including through performance agreements.

PART D: Capacity Building for Service Delivery and Results-Based Management

Support for the implementation of the Recipient’s Ebola Virus Disease (“EVD”) preparedness plan through:

1. Carrying out information-education-communication and social mobilization activities to raise awareness of EVD among selected targeted audiences.

2. Strengthening the capacity of health staff to respond to a potential EVD outbreak and to reduce mortality and morbidity attributed to EVD, including through simulation and readiness preparation exercises; training of healthcare workers and technicians; and provision of equipment and other inputs for the detection and management of EVD cases.

2. Section I.A.1 of Schedule 2 to the Original Financing Agreement is amended to read as follows (emphasis added):

“1. Steering Committee

The Recipient shall establish and maintain, at all times during the implementation of the Project, a steering committee comprising, among others, the MoFEA, MoHSW, MoA, and NaNA, with mandate, resources and functions satisfactory to the Association and elaborated in the Project Operations Manual, to be responsible for providing overall guidance and strategic support to the Project, including, inter alia, approving the proposed annual work plan and budget of the Project (the “Steering Committee”).”

3. Section I.A.2(b) of Schedule 2 to the Original Financing Agreement is amended to read as follows (emphasis added):

(b) The NaNA shall, inter alia, be responsible for: (i) overall planning, implementation and coordination of Project activities including implementation activities by all implementing entities; (ii) monitoring, evaluation, reporting and communication; (iii) selection of the IVA, CBOs, and CSOs; (iv) fiduciary management of the Project, including managing the Project’s designated account; and (v) carrying out quality control of the technical and fiduciary aspects of the Project.
4. Section I.A.4 of Schedule 2 to the Original Financing Agreement is amended to read as follows (emphasis added):

"4. Regional Health Directorates and Regional Agriculture Directorates

The Recipient shall establish and maintain, at all times during the implementation of the Project, Regional Health Directorates and Regional Agriculture Directorates, in adequate number and with qualifications, experience and terms of reference satisfactory to the Association, to provide implementation support to NaNA and MoHSW at the regional level and carry out such other functions as outlined in the Project Operations Manual."

5. Section I.D.2 of Schedule 2 to the Original Financing Agreement is amended to read as follows (emphasis added):

2. Community-Based Organizations and Civil Society Organizations

The Recipient shall recruit Community-Based Organizations ("CBOs") and Civil Society Organizations ("CSOs") in accordance with the provisions of Section III of Schedule 2 to this Agreement and the Project Operations Manual, in adequate number, and with qualifications, experience and terms of reference acceptable to the Association, for the purposes of carrying out qualitative and community verification of results under Parts A.1, A.2 and B.1 of the Project.

6. Section II.B.4 of Schedule 2 to the Original Financing Agreement is amended to read as follows (emphasis added):

"The Recipient shall, not later than six (6) months after the Effective Date (and thereafter with such frequency as shall be outlined in the Project Operations Manual), cause the IVA to carry out a financial and quality audit of Project activities at all Project levels, including the activities of NaNA, MoHSW, MoHSW RBF Committees, RADs, RHDs, and VDCs, and thereafter, prepare and furnish to the Recipient and the Association, in form and substance satisfactory to the Association, a report which shall include an assessment of the effectiveness of RBF activities and recommendations for improvement the performance of the RBF scheme."

7. Section II.B.5 of Schedule 2 to the Original Financing Agreement is deleted in entirety and the succeeding paragraphs are renumbered accordingly.

8. The definition in paragraph 29 of Section I of the Appendix to the Original Financing Agreement is amended to read as follows: "‘RHD’ means a Regional Health Directorate; and ‘RHDs’ means more than one RHD”, and all references in the Original Financing Agreement to “Regional Health Team” or “RHT” shall be deemed to refer to “Regional Health Directorate” and “RHD”, respectively."
9. Section I of the Appendix to the Original Financing Agreement is amended by the insertion of the following definitions:

36. "CRR" means the Central River Region in the Recipient’s territory.

37. "CSO" means a Civil Society Organization registered under the laws of the Recipient; and “CSOs” means more than one CSO.

38. "MoA" means the Recipient’s Ministry of Agriculture, or any successor thereto.

39. “NBR-W” means the North Bank Region West in the Recipient’s territory.

40. “Regional Agriculture Directorate” and "RAD" mean a Regional Agriculture Directorate established under MoA, or any successor thereto; and “RADs” means more than one such RAD.

41. “URR” means the Upper River Region in the Recipient’s territory.”